



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 04, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

73 June 4, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**DELEGATE AUTHORITY TO
ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF SANTA CLARITA
FOR THE PREPARATION OF
AN IN-STREAM MONITORING PLAN IN COMPLIANCE WITH
THE SANTA CLARA RIVER ESTUARY AND REACHES 3, 5, 6, AND 7
BACTERIA TOTAL MAXIMUM DAILY LOAD
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to authorize the Director of Public Works or her designee to execute, on behalf of the County of Los Angeles, a Memorandum of Agreement with the City of Santa Clarita to prepare an in-stream bacteria water quality monitoring plan to comply with requirements in the Santa Clara River Estuary and Reaches 3, 5, 6, and 7 Bacteria Total Maximum Daily Load.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Director of Public Works or her designee to execute, on behalf of the County of Los Angeles, the enclosed Memorandum of Agreement between the County of Los Angeles and the City of Santa Clarita. The Memorandum of Agreement is for the preparation of the in-stream bacteria water quality monitoring plan required by the Los Angeles Regional Water Quality Control Board for the Santa Clara River Estuary and Reaches 3, 5, 6, and 7 Bacteria Total Maximum Daily Load. The cost for the County of Los Angeles will not exceed \$39,237.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Director of Public Works or her designee to execute, on behalf of the County of Los Angeles (County), the enclosed Memorandum of Agreement between the County and the City of Santa Clarita (City) for the preparation of the in stream bacteria water quality monitoring plan required by the Los Angeles Regional Water Quality Control Board (Regional Board) for the Santa Clara River Estuary and Reaches 3, 5, 6, and 7 Bacteria Total Maximum Daily Load (Santa Clara River Bacteria TMDL). The MOA will establish the conditions under which the County and the City will collaborate in the development of the monitoring plan. Under the MOA, the City will act as contract administrator and retain consultant support to prepare the monitoring plan.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1). The recommended action supports the development of a cooperative partnership with a local agency to provide a public service in an effective and efficient manner.

FISCAL IMPACT/FINANCING

As shown in Exhibit A of the enclosed MOA, the anticipated total cost to retain consultant support for the preparation of the required in-stream bacteria water quality monitoring plan and administer the consultant contract is \$54,243. An additional \$5,424 (10 percent of the anticipated consultant contract and administration costs) is shown in Exhibit A for unforeseen contingencies. Therefore, the total not-to-exceed cost of the project including consultant support, contract administration, and contingencies is \$59,668. The cost will be shared between the County and the City by distributing 10 percent of total cost equally between the agencies and the rest based on land area. The County's share of the \$59,668 cost of the project is \$39,237. Sufficient funds are available in the Fiscal Year 2012-13 Unincorporated Area Stormwater Budget, which is part of the Department of Public Works' General Fund Budget, to cover the specified cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 21, 2012, the Santa Clara River Bacteria TMDL adopted by the Regional Board became effective. The Santa Clara River Bacteria TMDL requires responsible agencies to develop a comprehensive in stream bacteria water quality monitoring plan. The Municipal Separate Storm Sewer Systems of both the County and the City discharge into the Santa Clara River Reaches 5, 6, and 7.

On December 28, 2012, the new National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit) within the coastal watersheds of the County became effective. The Santa Clara River Bacteria TMDL is incorporated into the MS4 Permit.

Preparation and implementation of the in-stream bacteria water quality monitoring plan required by the Santa Clara River Bacteria TMDL is part of the County's ongoing program to comply with the requirements of the subject TMDL and the MS4 Permit.

The MOA between the County and the City will establish the City as responsible for soliciting proposals and awarding and administering the consultant contract for the preparation of the in-stream bacteria water quality monitoring plan required by the Santa Clara River Bacteria TMDL. The County will be responsible to provide up to \$39,237 of the total not-to-exceed cost of the project,

which is \$59,668. The \$59,668 total cost includes contract and administration costs as well as unforeseen contingencies. Once complete, the monitoring plan will be submitted to the Regional Board for the agency's review and approval, in compliance with the Santa Clara River Bacteria TMDL. The enclosed MOA has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act Guidelines, approval of the recommended activity does not constitute a project and, therefore, is not subject to the requirements of California Environmental Quality Act. The action provides for creation of a government funding mechanism, which does not involve any commitment to any specific project, which may result in a potentially significant impact to the environment. Appropriate environmental documents will be prepared when projects developed under this Agreement are brought to the Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

CONCLUSION

Please return one adopted copy of this letter to the Chief Executive Office (Community and Municipal Services Cluster) and one copy to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GH:sw

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

**MEMORANDUM OF AGREEMENT
DEVELOPMENT OF THE IN-STREAM MONITORING PLAN FOR
THE SANTA CLARA RIVER BACTERIA TOTAL MAXIMUM DAILY LOAD**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as AGREEMENT), is made and entered into as of the date of the last PARTY signature set forth below by and between the County of Los Angeles (COUNTY), a body corporate and politic, and the City of Santa Clara (hereinafter referred to as CITY), a municipal corporation. Collectively, these entities shall be referred to hereafter as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, on July 8, 2010, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted Resolution No. R10-006 amending the Water Quality Control Plan for the Los Angeles Region to incorporate a Total Maximum Daily Load (TMDL) for Indicator Bacteria in the Santa Clara River Estuary and Santa Clara River Reaches 3,5,6, and 7 (Santa Clara River Bacteria TMDL); and

WHEREAS, the Santa Clara River Bacteria TMDL was subsequently approved by the State Water Resources Control Board, the Office of Administrative Law, and the U.S. Environmental Protection Agency and became effective on March 21, 2012; and

WHEREAS, the Santa Clara River Bacteria TMDL identifies the COUNTY and CITY as responsible agencies and requires them to comply with the prescribed elements of the TMDL; and

WHEREAS, CITY has proposed to retain consultant support to prepare an in-stream bacteria water quality monitoring plan (herein referred to as MONITORING PLAN) for submittal to and approval by the Regional Board, in compliance with the Santa Clara River Bacteria TMDL; and

WHEREAS, COUNTY has determined that cooperating with CITY in the preparation of a MONITORING PLAN and retaining a consultant for the aforementioned purpose will be beneficial to COUNTY and desires to contribute to the preparation of the MONITORING PLAN; and

WHEREAS, PARTIES collaboratively prepared a Request for Proposals and the associated Scope of Work for the preparation of a MONITORING PLAN; and

WHEREAS, preparation of the MONITORING PLAN includes evaluating the TMDL monitoring requirements, compilation and review of existing and historic monitoring programs and special studies that could be relevant for supporting pollutant source characterizations, and preparation of the PLAN itself.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by PARTIES, and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To pay to CITY up to \$39,237 for contract and administration costs, including unforeseen contingent costs if actual expenditures exceed anticipated expenditures, as detailed in Exhibit A, per invoices submitted to COUNTY by CITY and no later than 90 days from the invoice date.

(2) CITY AGREES:

- a. To solicit proposals for the preparation of the MONITORING PLAN.
- b. To award a consultant contract for the preparation of the MONITORING PLAN within Fiscal Year 2012-13.
- c. To administer the consultant contract for the preparation of the MONITORING PLAN.
- d. To notify COUNTY, within a reasonable time, of any change in the \$54,243 total cost of preparing the MONITORING PLAN shown in Exhibit A. If unforeseen cost increases are identified, the total increase in cost shall not be more than the 10 percent contingency shown in Exhibit A and shall be shared between CITY and COUNTY at the same proportion as the original project cost.
- e. To furnish COUNTY a final accounting of the cost of the preparation of the MONITORING PLAN within 120 calendar days after its completion, or other later date as may be determined by CITY and agreed by COUNTY.
- f. To provide COUNTY with a hardcopy and an electronic copy in a timely manner of all deliverables of the consultant contract, including the completed MONITORING PLAN, and to obtain a license from the consultant, in favor of COUNTY, to reproduce those deliverables as necessary for the use by COUNTY.

(3) THE PARTIES FURTHER AGREE:

- a. To cooperate fully with one another to attain the purposes of this AGREEMENT.
- b. That CITY intends to fund the costs of the MONITORING PLAN as described in Exhibit A.

- c. Either PARTY may terminate this AGREEMENT for any reason, in whole or in part, by giving the other PARTY thirty (30) days written notice thereof. COUNTY shall be responsible for the agreed upon allocated costs incurred up to the date of termination.
- d. The terms and provisions of this AGREEMENT may not be amended, modified, or waived, except by a written amendment to the AGREEMENT, signed by both PARTIES.
- e. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- f. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another PARTY unless expressly provided to the contrary in this AGREEMENT. No employee, agent, or officer of a PARTY shall be deemed for any purpose to be an agent, employee, or officer of another PARTY.
- g. Any notices, bills, invoices, or reports relating to this AGREEMENT, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference, unless a PARTY has given the other PARTY a ten (10) days written notice of a new address.
- h. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, neither PARTY may assign its respective rights or obligations under this AGREEMENT without the prior written consent of the other PARTY.
- i. This AGREEMENT is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

- j. If any provision of this AGREEMENT shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this AGREEMENT shall not be affected, and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.
- k. All PARTIES have been represented by counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this AGREEMENT as described in paragraph (3)f.
- l. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this AGREEMENT on behalf of such PARTY.
- m. This AGREEMENT shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the State trial courts shall lie exclusively in the COUNTY.
- n. This AGREEMENT constitutes the entire AGREEMENT of the PARTIES with respect to the subject matter hereof and supersedes all prior contemporaneous Agreements, whether written or oral, with respect thereto.
- o. This AGREEMENT may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By _____
GAIL FARBER
Director of Public Works

Date

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

CITY OF SANTA CLARITA

By _____
KENNETH W. STRIPLIN
City Manager

Date

APPROVED AS TO FORM:

By _____
JOSEPH MONTES
City Attorney

Exhibit A

Costs and Funding Contributions for the Development of the In-Stream Monitoring Plan for the Santa Clara River Bacteria Total Maximum Daily Load

Costs

Project Component	Cost
Consultant Contract	\$49,312
Contract Administration	\$4,931
Total	\$54,243
Contingency (10 percent)	\$5,424
Total including Contingency	\$59,668

Funding Contributions

The PARTIES will share 10 percent of the total cost equally. The remaining 90 percent will be distributed between the PARTIES based on percent of the combined land area for which each PARTY is responsible.

Party	Base Fee	Land Area (Acres)	Percent of Combined Land Area	Contribution per Land Area	Total Contribution
County of Los Angeles	\$2,983	81,972.1	67.5%	\$36,253	\$39,237
Santa Clarita	\$2,983	39,450.9	32.5%	\$17,448	\$20,431
Total	\$5,967	121,423.0	100%	\$53,701	\$59,668

EXHIBIT B

Responsible Agency Representatives for the Development of the In-Stream Monitoring Plan for the Santa Clara River Bacteria Total Maximum Daily Load

1. City of Santa Clarita
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355

Party Representative: Travis Lange
E-mail: tlange@santa-clarita.com
Phone: (661) 255-4337
Fax: (661) 259-8125

2. County of Los Angeles
Department of Public Works
Watershed Management Division, 11th floor
900 South Fremont Avenue
Alhambra, CA 91803

Party Representative: Bruce Hamamoto
E-mail: bhamamo@dpw.lacounty.gov
Phone: (626) 458-5918
Fax: (626) 457-1526